



CITY OF CHATTANOOGA

STANDARD AGREEMENT FOR GEO-TECHNICAL SERVICES

SOP 2003-6
Date of Issue 06-17-04
Rev. 08-12-05

THIS AGREEMENT, is between the City of Chattanooga, Tennessee, a municipal corporation in the state of Tennessee, hereinafter called Owner, and

[Enter consultant's name],

hereinafter called Geo-Tech;

The Owner wishes to employ the Geo-Technical Consultant to perform professional testing services for

[Enter Project/Contract Number provided by owner and Project Name],

hereinafter called Project.

In consideration of the provisions contained in this Agreement, the Owner and Geo-Tech agree to the following:

1. **EFFECTIVE DATE**

The effective date of this Agreement shall be [Enter Council Resolution Date or Date Signed by Administrator].

2. **GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Tennessee and the codes of the City of Chattanooga.

3. **SERVICES TO BE PERFORMED BY GEO-TECH**

Geo-Tech shall perform the Services described in Attachment A, Scope of Services, in accordance with applicable sections of the City of Chattanooga Design and Construction Standards in effect on the date of this agreement.

4. **COMPENSATION**

Owner shall pay Geo-Tech in accordance with the Attachment B, Compensation.

5. **OWNER'S RESPONSIBILITIES**

Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities.

6. **SUPPLEMENTAL AGREEMENTS**

The provisions set forth in Attachment D, Supplemental Agreements shall be incorporated into this Agreement

7. **PROJECT SCHEDULE**

The provisions set forth in the Attachment E, Project Schedule shall be incorporated into this Agreement.

8. **RATE SCHEDULE**

The Geo-Tech shall provide a schedule of rates for testing services and other applicable rates necessary for the performance of all contracts with a cost-not-to-exceed basis. Included with the rate schedule shall be an approximate cost estimate, and a signed agreement with the Developer for said cost. This schedule shall be incorporated into the agreement as Attachment F.



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9. INVOICING

The Geo-Tech will use the format established in Attachment G, Standard Invoice Cover Sheet, for all invoices submitted for services on the Project.

10. STANDARD OF CARE

Geo-Tech shall exercise the same degree of care, skill, and diligence in the performance of Services as is ordinarily possessed and exercised by a professional Geo-Tech consultant under similar circumstances in the same area of practice. Geo-Tech makes no warranty or guarantee, either expressed or implied, as part of this agreement.

11. INDEMNIFICATION

Geo-Tech hereby agrees to indemnify and hold harmless Owner and any of its departments, divisions, agencies, officers, employees and elected officials from all loss, damage, cost, or expenses specifically including attorneys' fees and other expenses of litigation incurred by or on behalf of the Owner and any of its officers, employees or elected officials arising out of Geo-Tech's negligent performance of Services under this Agreement, including errors or omissions.

Owner hereby agrees to indemnify and hold harmless Geo-Tech and any of its officers, employees, or designated agents from all loss, damage, cost, or expenses specifically including attorneys' fees and other expenses of litigation incurred by or on behalf of the Geo-Tech and any of its officers, employees or designated agents arising out of Owner's negligence to the extent provided by the Tennessee Governmental Tort Liability Act, T.C.A. 29-20-201 et seq.

12. INSURANCE

Geo-Tech shall purchase and maintain during the life of this Agreement, insurance coverage which will satisfactorily insure him against claims and liabilities which arise because of the execution of this Agreement, with the minimum insurance coverages as follows:

1. Commercial General Liability Insurance, with a limit of \$1,000,000 for each occurrence and \$2,000,000 in the general aggregate.
2. Automobile Liability Insurance, with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
3. Worker's Compensation Insurance and Employer's Liability Insurance, in accordance with statutory requirements, with a limit of \$500,000 for each accident.
4. Professional Liability Insurance, with a limit of \$1,000,000 for each claim and aggregate.

Prior to issuance of the Notice to Proceed by Owner, Geo-Tech shall have on file with Owner certificates of insurance acceptable to Owner. Said certificates of insurance shall be filed with Owner in January of each year or may be submitted with each agreement. Upon completion of all Services, obligations, and duties provided for in this Agreement, or if this Agreement is terminated for any reason, the terms and conditions of this section shall survive.

Notwithstanding any other provision of the Agreement, Owner waives any claim against Geo-Tech and, to the maximum extent permitted by law, agrees to defend, indemnify, and hold



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Geo-Tech harmless from any claim, liability, and/or defense costs for injury or loss arising from Geo-Tech's discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property value.

13. LIMITATIONS OF RESPONSIBILITY

Geo-Tech shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project, (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Geo-Tech, to fulfill contractual responsibilities to the Owner or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Geo-Tech in Attachment A, Scope of Services.

14. REUSE OF DOCUMENTS

All documents, including, but not limited to calculations, drawings, specifications, and computer software prepared by Geo-Tech pursuant to the Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by Geo-Tech for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Geo-Tech. Any verification or adaptation requested by Owner shall entitle Geo-Tech to compensation at rates to be agreed upon by Owner and Geo-Tech.

15. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents and calculations prepared by Geo-Tech as part of the Services shall become the sole property of Owner. However, both Owner and Geo-Tech shall have the unrestricted right to their use. Geo-Tech shall retain its rights in its data bases, computer software, and other proprietary property protected under the copyright laws of the United States. Rights to intellectual property developed, utilized, or modified in the performance of services shall remain the property of Geo-Tech.

16. TERMINATION

This Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. The nonperforming party shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. Owner may terminate or suspend performance of this Agreement for Owner's convenience upon written notice to Geo-Tech. If termination or suspension is for Owner's convenience, Owner shall pay Geo-Tech for all Services performed prior to the date of the termination notice. Upon restart, an adjustment acceptable to Owner and Geo-Tech shall be made to Geo-Tech's compensation.



17. DELAY IN PERFORMANCE

Neither Owner nor Geo-Tech shall be considered in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; sabotage; judicial restraint; discovery of unanticipated hazardous wastes; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either Owner or Geo-Tech under this Agreement. Should such circumstances occur, the nonconforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of the Agreement. If the Geo-Tech is delayed in the performance of the services for more than 365 calendar days, either by the Owner or circumstances beyond his control, an equitable adjustment to the contract amount can be made to compensate for additional costs incurred.

For delays in performance by Geo-Tech, as set forth in Attachment E, Project Schedule, which are caused by circumstances which are within its control, such delays shall be documented on the Geo-Tech's Project Performance Evaluation form. Said form shall be completed at the conclusion of Project and acknowledged by both Owner and Geo-Tech. Completed form shall be retained by Owner for a period of five years and reviewed prior to consultant selection for City projects. In the event Geo-Tech is delayed in the performance of Services because of delays caused by Owner, Geo-Tech shall have no claim against Owner for damages or contract adjustment other than an extension of time.

18. HAZARDOUS MATERIALS

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. The Owner and Geo-Tech agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Owner and Geo-Tech also agree that the discovery of unanticipated hazardous materials may make it necessary for the Geo-Tech to take immediate measures to protect health and safety. Owner agrees to compensate Geo-Tech for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

Geo-Tech agrees to notify Owner when unanticipated hazardous materials or suspected hazardous materials are encountered. Owner agrees to make any disclosures required by law to the appropriate governing agencies, and agrees to hold Geo-Tech harmless for any and all consequences of disclosures made by Geo-Tech which are required by governing law. In the event the project site is not owned by Owner, the Owner agrees to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

19. COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address specified below:

Geo-Tech: [Enter Consultant Project Manager]
[Enter Consultant Address]
[Enter Consultant Phone Number]



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Owner: City of Chattanooga
Department of Public Works
Engineering Division
Suite 2100, Development Resource Center
1250 Market Street
Chattanooga, TN 37402
(423) 757- 5117

Nothing contained in the Article shall be construed to restrict the transmission of routine communications between representatives of Geo-Tech and Owner.

20. WAIVER

A waiver by either Owner or Geo-Tech of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

21. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

22. INTEGRATION

This Agreement represents the entire and integrated agreement between Owner and Geo-Tech. All prior and contemporaneous communications, representations, and agreements by Geo-Tech, whether oral or written, relating to the subject matter of this Agreement, as set forth in Attachment D, Supplemental Agreements, are hereby incorporated into and shall become a part of this Agreement.

23. SUCCESSORS AND ASSIGNS

Owner and Geo-Tech each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

24. ASSIGNMENT

Neither Owner nor Geo-Tech shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent Geo-Tech from employing independent consultants, associates, and subcontractors to assist in the performance of the Services; however, other agreements to the contrary notwithstanding, in the event Geo-Tech employs independent consultants, associates, and subcontractors to assist in performance of



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the Services, Geo-Tech shall be solely responsible for the negligent performance of the independent consultants, associates, and subcontractors so employed.

25. THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Geo-Tech.

26. RELATIONSHIP OF PARTIES

Nothing contained herein shall be construed to hold or to make the Owner a partner, joint venturer, or associate of Geo-Tech, nor shall either party be deemed the agent of the other, it being expressly understood and agreed that the relationship between the parties is and shall at all times remain contractual as provided by the terms and conditions of this Agreement.

27. NON-DISCLOSURE

Geo-Tech agrees not to disclose or to permit disclosure of any information designated by the Owner as confidential, except to the Geo-Tech's employees and subcontractors who require such information to perform the services specified in this agreement.

IN WITNESS WHEREOF, Owner and Geo-Tech have executed this Agreement.

_____	_____	_____	_____
[Enter title of consultant]	Date	Administrator of Public Works	Date

_____	_____	_____	_____
[Enter title of consultant]	Date	Administrator of Finance	Date



ATTACHMENT A

Owner: City of Chattanooga, Tennessee

Geo-Tech Consultant: [Enter Consultants Name]

Project Number & Name: [Enter Project Number]
[Enter Project Name]

SCOPE OF SERVICES

Basic services for this project include providing geotechnical services for the proposed subdivision streets prior to and during the construction process. Periodic reporting and final certification that the construction was in accordance with the City of Chattanooga standard specifications are included in basic services, and as outlined in City Ordinance No. 11451. Requirements outlined in this ordinance take precedence over this contract.

1. BASIC SERVICES The Geo-Tech agrees to provide the following basic services.

1. Preliminary Field Evaluation - The Geo-Tech shall conduct a preliminary field evaluation of the proposed roadway before any street construction commences. The Geo-Tech shall obtain samples of the subgrade soils for laboratory evaluation. A composite soil sample of each soil type will be obtained and tested for plasticity (Atterberg limits, ASTM D4318), standard Proctor moisture-density relationship (ASTM D698), and California Bearing Ratio (ASTM D1883).
2. Field Density Tests - The Geo-Tech shall conduct field density tests on the prepared subgrade at a spacing of not more than 100 feet, staggered right and left of the centerline, with a minimum of 3 tests. Embankment fill shall be tested in eight (8) inch lifts verify compliance with the compaction requirements. Embankment fill tests will be taken at a spacing of no more than 200 feet, staggered right and left of the centerline, with a minimum of 3 tests per lift.
3. Utility Installation Testing - The Geo-Tech's representative shall observe the installation of the backfill for all utilities and stormdrainage pipes to verify that they are in accordance with the City subdivision regulations and each trench meets the field density test requirements.
4. Proof Rolling - Before placing base material, the subgrade shall be proof-rolled in the presence of the Geo-Tech. Proof-rolling shall be performed using a fully-loaded, dual-tandem dump truck. The subgrade shall be trafficked by parallel passes of the truck starting at one side of the roadway. Each pass shall overlap the preceding pass to ensure complete coverage of the roadway cross-section. Two complete proof-rolling coverages are required.
5. Stone Base Testing - The stone base will be tested for thickness and compaction by the Geo-Tech. Tests will be conducted at a maximum spacing of 200 feet, staggered right and left of the centerline, with a minimum of 3 tests. The minimum base thickness shall be at least equal to the design thickness. Prior to asphalt paving, a proof roll of the stone shall be performed as per the sub-grade



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proof-rolling procedure listed in item 4. Geo-Tech shall observe or test stone to ascertain if cured enough for prime and chips, with a minimum cure time of 24 hours, before placing binder. If rain event has occurred during that time, the Geo-Tech shall make sure stone is still cured before placing binder. Geo-Tech shall also confirm the binder is dry if a rain event occurs between the binder and topping application.

6. Asphalt Testing - The Geo-Tech will test the thickness and compaction by obtaining cores every 500 feet, or a minimum of 3 cores. If any area does not meet the minimum thickness or compaction requirements, additional cores will be taken at 100-foot intervals until two consecutive cores meet the requirements. Areas that do not meet the requirements shall be removed and replaced. As an option, the Geo-Tech can be present during construction to check the laydown thickness and temperature of the asphalt and to conduct nuclear density tests after compaction. In this case, coring will be reduced to a minimum of three cores or one every 2000 feet.
7. Concrete Testing - An ACI certified representative of the Geo-Tech shall be present to monitor all concrete placement and conduct quality assurance testing. The representative shall keep a record of each truck load of concrete delivered to the site, including the information provided on the batch ticket and the amount of water added at the site. The first load of concrete shall be checked for slump, air content, and unit weight to determine acceptance. Compressive strength samples shall be taken randomly from the first 30 cubic yards, and every 50 cubic yards after that. Compressive strength samples shall include a set of 6 cylinders. Two cylinders shall be tested at 7 days and 2 at 28 days and 2 for reserve. Slump and air content tests shall be conducted for each set of compressive strength samples taken, or if visual indications of changes in the slump or other concrete properties are observed.
8. Reporting - The Geo-Tech shall provide a monthly report to the City of Chattanooga detailing the testing and construction activities that occurred in the previous month, and shall provide a final report at the end of completion of the road construction. The Geo-Tech will provide a written certification that the construction of the streets was in accordance with the standard drawings and specifications and subdivision regulations of the City of Chattanooga. The test results shall be submitted to the City of Chattanooga prior to placement of base stone and asphalt.

2. SUPPLEMENTAL SERVICES

Any work requested by the Owner that is not included in the Basic Services will be classified as Supplemental Services. Supplemental Services shall include, but are not limited to the following.

[Enter a description of the supplemental services that may be provided by the Consultant]



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ATTACHMENT B

Owner: City of Chattanooga, Tennessee

Geo-Tech: [Enter Consultants Name]
Project Number & Name: [Enter Project Number]
[Enter Project Name]

COMPENSATION

For the services covered by this Agreement, the Owner agrees to pay the Geo-Tech as follows:

1. For the Basic Services described in Attachment A, [Enter type of fee and amount]. Payments shall be made monthly in amounts which are consistent with the amount of testing services provided, as determined by the Geo-Tech.
2. Compensation for Supplemental Services shall be made as defined below, when authorized in writing by the Owner. The maximum limit for each item of additional service shall be established individually and specifically agreed to by the Owner as stated below, unless the service is included in a subsequent agreement.
3. The entire amount of each statement shall be due and payable 30 days after receipt by the Owner.
4. The Geo-Tech shall keep records on the basis of generally accepted accounting practice of costs and expenses which records shall be available for inspection at all reasonable times.
5. Invoices shall be submitted using the Standard Invoice Cover Sheet form, Attachment G.



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ATTACHMENT C

Owner: City of Chattanooga, Tennessee

Geo-Tech: [[Enter Consultants Name]]
Project Number & Name: [[Enter Project Number]]
[[Enter Project Name]]

OWNER'S RESPONSIBILITIES

The Owner will furnish, as required by the work and not at the expense of the Geo-Tech, the following:

1. Make available to the Geo-Tech the current City of Chattanooga Design and Construction Standards, all records, reports, maps, and other data pertinent to provision of the services required under this contract, including a copy of City Ordinance No. 11451.
2. Examine all plans, specifications and other documents submitted by the Geo-Tech and render decisions promptly to prevent delay to the Geo-Tech.
3. Designate one City of Chattanooga employee as the Owner representative with respect to all services to be rendered under this agreement. This individual shall have the authority to transmit instructions, receive information and to interpret and define the Owner's policies and decisions pertinent to the Geo-Tech's services.
4. Issue notices to proceed to the Geo-Tech for each phase of the testing services.



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ATTACHMENT D

Owner: City of Chattanooga, Tennessee

Geo-Tech: [Enter Consultants Name]

Project Number & Name: [Enter Project Number]

[Enter Project Name]

SUPPLEMENTAL AGREEMENTS

Owner and Geo-Tech agree that the following communications, representations, and agreements by Geo-Tech relating to the subject matter of the Agreement are hereby incorporated into and shall become a part of the Agreement.



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ATTACHMENT E

Owner: City of Chattanooga, Tennessee

Geo-Tech: [Enter Consultants Name]
Project Number & Name: [Enter Project Number]
[Enter Project Name]

PROJECT SCHEDULE

Attach a proposed schedule of construction as provided by the Developer and/or his Contractor.



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ATTACHMENT F

Owner: City of Chattanooga, Tennessee

Geo-Tech: [Enter Consultants Name]
Project Number & Name: [Enter Project Number]
[Enter Project Name]

RATE SCHEDULE



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ATTACHMENT G

STANDARD INVOICE COVER SHEET

CONSULTANT LETTERHEAD

ATTN: City Project Manager
REF: Project Name
CODE: Geo-Tech Project Number
PO: City Project Number in format E-04-001-301

INVOICE

TERMS: Net 25 days
DUE: 08/01/03

City Project Manager
City Project Manager Title
City of Chattanooga
Engineering Division/DRC
1250 Market Street, Suite 2100
Chattanooga TN 37402

Invoice Number 4
Dated 07/07/03

Invoice Must show Billing Period.

For Professional Services from May 31 to June 27, 2003

Description	Fee	Percent	Total	Previous	This
	Basis	Work	Amount	Billed	Invoice
		to Date	Billed		Billed
Subdivision Testing	\$12,000.00	LS 38%	\$4,500.00	\$3,000.00	\$1,500.00
Total Contract Amount	\$12,000.00		\$4,500.00	\$3,000.00	
TOTAL THIS INVOICE					\$1,500.00

SIGNED BY _____
SIGNATURE _____
TITLE _____

DATE: _____

APPROVALS

I certify that the above process payment request appears to be accurate and is in general compliance with the amount of work completed during progress payment period.

REVIEWED BY		
	(Print Name)	(Print Name)
SIGNATURE & DATE		
TITLE	Inspector	Project Manager

NOTE:

- There shall be only one invoice per contract per billing period.
- Any necessary details should be attached as backup.